TABLE OF CONTENTS

TABLE OF CONTENTS 1

INTRODUCTION 2

EMERGENCY EQUIPMENT RENTAL AGREEMENTS AND OTHER HIRING DOCUMENTS 2

ETHICS IN CONTRACTING/CONTRACTING WITH EMPLOYEES OR EMPLOYEE'S IMMEDIATE FAMILY MEMBERS .....
FORESTRY PROVISIONS FOR CONTRACTING WITH EMPLOYEES OR FAMILY MEMBERS 2

EQUIPMENT PROCUREMENT 4

RENTAL CARS 4

CARS RENTED BY OVERHEAD 4
CARS RENTED IN-AREA 4
CARS RENTED FOR PROJECT FIRES 4

HIRING EQUIPMENT AS A SERVICE 6

HIRING EQUIPMENT UNDER AN EERA 7

SOLICITATION OF EMERGENCY EQUIPMENT RENTAL AGREEMENTS 7
Emergency Equipment Rental Agreement, Form OF-294 8
FIELD HIRING OF EQUIPMENT AND "WALK-INS" 8
Field Hires 8
Accepting Walk-ins 9

PERFORMANCE EVALUATIONS FOR EQUIPMENT AND OPERATORS. 9

EQUIPMENT RATES. 10
LIABILITY INSURANCE 11

RENTAL OF EQUIPMENT CONDITIONS 11

ACTIVATION OF AGREEMENTS 11
VEHICLE/HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST (FORM OF-296, REV. 4/2000) 12
DEVELOPING EQUIPMENT HIRE PACKET 13

EQUIPMENT TIMEKEEPING AND PAYMENT 13

PROCESSING EQUIPMENT INVOICES FOR PAYMENT 14

SUPPLEMENTAL ENGINE REQUIREMENTS 16

BLANK FORMS 19

EQUIPMENT RENTAL CONDITIONS OF HIRE 26

INTRODUCTION

This chapter contains information regarding equipment hiring and obtaining emergency services in support of fire suppression operations. The Emergency Equipment Rental Agreements (EERAs) are discussed in this chapter and the State of Alaska Equipment Rates are included. Procurement and purchasing authorities are discussed in Chapter 14 of the Alaska Incident Business Management Handbook. Hiring of Cooperator or Structure Fire Department (SFD) apparatus and equipment is discussed in Chapter 7 of the AIBMH. Land Use Agreements are discussed in Chapter 16.

EMERGENCY EQUIPMENT RENTAL AGREEMENTS AND OTHER HIRING DOCUMENTS

The Division has a need to hire a variety of equipment and services during emergencies to support ongoing suppression efforts. Oftentimes equipment such as boats, dozers, and four-wheelers are rented from private parties using an Emergency Equipment Rental Agreement (EERA). An EERA is a contract that specifies the terms, conditions, and rates that the Contractor agrees to abide by. ONLY THE LEGAL OWNER OF THE EQUIPMENT OR THE INDIVIDUAL WITH THE LEGAL RIGHT TO PROVIDE THE EQUIPMENT CAN PUT THEIR EQUIPMENT ON OFFER.

Ethics in Contracting/Contracting with Employees or Employee's Immediate Family Members

The State prohibits an employee from using, or attempting to use, an official position for personal gain (AS 39.52.120, 150). An employee or employee family member(s) may not be party to, or have interest in, a state contract if the employee may take or withhold action on the contract.

Furthermore, procedures for awarding contracts should ensure fairness to all potential offerors and provide equal opportunity. It is each employee's responsibility to report to their designated supervisor a personal or financial interest in a contract that is awarded, executed or administered by the agency in which the officer serves.

Forestry Provisions for Contracting with Employees or Family Members

The Division of Forestry prohibits Forestry employees from contracting with the Division of Forestry under any circumstance.

Ordering a Forestry employee's immediate family member will be prohibited unless both conditions below are present.

1. Reasonable attempts (including contacts with vendors not on preseason vendor lists) have been made by the administering office to acquire similar equipment or services, with documented evidence of those efforts, and
2. The Forestry employee related to the contractor does not take official action or have

influence related to the contract.

Any order for a Forestry employee's immediate family member must be pre-approved by the Regional FMO or Regional Forester. The following process and approvals are required to contract with a Forestry employee's immediate family member:

1. A Contracting Exception form is completed by the administering office and submitted to the Regional FMO or Regional Forester.
2. The Regional FMO or Regional Forester determines if conditions are met and reviews for potential or appearance of improper influence.
3. Based on the information provided, the Regional FMO or Regional Forester approves or disapproves the request, or requests further review by the DNR Ethics Officer.

If approved, the contract services may be ordered. Contract exception documents will be filed with the EERA or contract file. In order to avoid the appearance of favoritism in contracting, receiving offices should make every effort to release first the contractors hired under contracting exceptions.

The Regional FMO or Regional Forester may request determinations from the DNR Ethics Officer by forwarding the Contract Exception Form through the Department Procurement Officer to the Department Ethics Officer.

Definitions

Immediate Family Member is defined as:

(A) The spouse of the Forestry employee;

(B) A person cohabiting with the Forestry employee in a conjugal relationship that is not a legal marriage;

(C) A child, including a stepchild and an adoptive child, of the Forestry employee;

(D) A parent, sibling, grandparent, aunt, or uncle of the Forestry employee; and

(E) A parent or sibling of the Forestry employee's spouse or conjugal partner

Receiving Office - The Area or Unit that requests and utilizes the contract or service
Administering Office - The Area, Unit, or Staff that identifies the resource and/or orders the equipment or service from the vendor
Forestry Employee - Any Forestry employee, including EFF

Contracting Exception and Ethics Disclosure Forms are at the end of this chapter.

EQUIPMENT PROCUREMENT

RENTAL CARS

The Division often hires vehicles from rental car companies when setting up car pools such as Transportation or Ground Support Units. Also, rental car companies are frequently used to support IMTs with specific vehicles.

If equipment is hired from commercial companies, then the prevailing rates that the company offers to the public shall not be exceeded. Emergency Equipment Rental Agreements (EERA's) shall not be used for rental car companies as most companies require the employees assigned to pickup the vehicle to sign the rental car company agreement form. Pre-inspections on rental car vehicles should be conducted when the equipment is picked up at the vendor's location and at the post-inspection done when the equipment is released. **When hiring equipment from rental car companies, the person signing for the equipment should decline any insurance coverage as the State is self insured.** At the end of the rental term we will return the vehicle with the same amount that was in the tank when we received it. The vehicle should be returned in clean condition as some rental car companies charge a high rate for cleaning (sometimes more than $200 per vehicle).

Cars Rented by Overhead

If a rental car is authorized on the individual overhead's resource order and they put the vehicle on their government credit card, they become the sole user and are responsible for the vehicle while on the assignment. The incident may provide fuel for the vehicle using the overhead order as the reference, but the vehicle remains assigned to the individual. The vehicle should be fueled and cleaned before returning the vehicle to the vendor. The final paperwork is processed by the individual as part of their Travel Authorization process.

Cars Rented In-Area

If a rental car is ordered by an Area that has a local rental car agency, the Area is responsible for picking up the vehicle, conducting the sign up and release inspections, creating the equipment packet, maintaining shift tickets, returning the vehicle to the vendor, and completing and submitting the equipment invoice and packet to the Region. If the Area has a direct bill arrangement with the rental car company they should retain the packet until the invoice is received. The final invoice and packet is sent to their Regional administration section.

Cars Rented for Project Fires

Resource orders for project fires are sent to SLC. The Coastal or Northern Transportation Unit will create the vehicle equipment packet and a backup copy for themselves. The Coastal or Northern Transportation Unit is responsible for the following: pick up vehicle, conduct sign-up inspection at vendor's location and record either in still or video photos of the vehicle which will remain in the Transportation Unit's backup packet until the vehicle is returned. They will

provide all fill information to SLC, put the E-number on the windshield, and maintain shift tickets for vehicles assigned to the Transportation Unit.

For vehicles going to an incident or Area office, a shift ticket will be started and included in the equipment packet that goes with the vehicle to its assigned location. When returned to the Coastal or Northern Transportation Unit they will clean and fuel the vehicle, return the vehicle to the vendor, complete and submit the packet to the Regional administration section in Coastal Region or SLC in Northern Region. They will process the invoice for payment once the vendor submits their final invoice.

The rental car Equipment Hire Packet will include:

- The rental car company contract
- Rental car company inspection diagram card OR a copy of form OF-296, Vehicle/Heavy Equipment Safety Inspection Checklist (the pre-use inspection) to include marking the relevant diagrams on the back side of the form showing any damage upon receipt of the vehicle
- Emergency Equipment Shift Ticket (OF-297) showing the time of hire
- A copy of the resource order

The responsibilities for the Incident Management Team (IMT) regarding rental vehicles are: order the vehicles needed to support the IMT through SLC; the Ground Support Unit provides copies of the rental car contracts to the incident Finance Section, assigns the vehicles on the incident, and arranges for fueling of incident vehicles.

The Ground Support Unit coordinates with the Finance Section to ensure shift tickets are completed while the vehicles are on the assignment and coordinates with Finance and the Demob Unit Leader regarding returning the vehicle to the Transportation Unit that acquired the vehicle. A copy of all time records for the vehicle should be included in the Finance Section of the final fire package.

The Ground Support Unit Leader is responsible for initiating and processing any paperwork if damages occurred while the vehicle was assigned to the incident. The completed packet should be sent with the vehicle to the Mobilization Center or the Transportation Unit that originally picked up the rental vehicle.

If a Ground Support Unit is established to support a Mobilization Center, their responsibilities are much like those of an IMT. The only difference between an IMT and a Mobilization Center is the latter may pick up and return vehicles directly to rental car companies. The Mobilization Center personnel would be responsible for putting together the rental car Equipment Hire Packet and would keep time records for all assigned equipment. These procedures would be coordinated with SLC, the Mobilization Center Manager, and the SLC or Coastal Region Transportation Manager.

Vehicles hired from rental car companies are hired without drivers and the state will pay for fuel and oil while the equipment is under hire. Shift tickets will be kept on rental cars to document charge codes for vehicles used on multiple incidents and to document when vehicles are out of service for mechanical reasons. **The rental company must be contacted to authorize repairs prior to the repairs being made.**

HIRING EQUIPMENT AS A SERVICE

A hiring office can determine if it would be more appropriate to hire equipment as a service or under an EERA. Services can be obtained from commercial vendors and can include such things as point-to-point transportation or delivery of supplies and personnel, rental of office equipment, dumpster services, installation of power and telephones, computer rentals, and rental of porta-potties.

Services can be obtained by issuing a supply order number (S-number) and obtaining a copy of the written contract with the vendor that includes the rates that will be paid. Sometimes special provision rates for services such as point-to-point hires are stated within an EERA. In this case, a copy of the pertinent EERA would provide the documentation needed as backup for the vendor-provided invoice paid as a service on an S-number.

The vendor would be contacted to ensure that they could meet the desired delivery and can provide the service at the **agreed-upon rate which shall be documented on the resource order**. Any documentation or notes of conversations between the vendor and the state should be noted on the resource order.

An S-number can be issued for a company to provide porta-potties with servicing to an incident. Subsequent port-a-potties can be ordered using the same S-number, and a complete documentation package must be maintained showing number of units in service on each day, copies of the resource orders, daily shift tickets that can show the rental fees for the port-a-potties, servicing/pumping fees, and any additional fees such as relocation fees. As the incident winds down porta-potties are often removed incrementally and this affects the daily rental and servicing fees. This situation would hold true for dumpster services as well.

When an S-number is issued for point-to-point transportation, vehicle inspections are not required. Also, the state does not provide fuel for equipment hired under an S-number for point-to-point transportation.

Most of the paperwork requirements regarding Hiring Equipment Under an EERA (below) would apply to this section with the following exceptions: executed vendor contract may be substituted for Emergency Equipment Rental Agreement, Form OF-294; agreed-upon rate will be listed on the resource order; mobilization inspections are not required; Emergency Equipment Use Invoice Form OF-297 may be used as backup documentation, but vendor is required to submit an invoice; and final equipment packet is forwarded to the billing office to be “married up” with the vendor-provided invoice.

HIRING EQUIPMENT UNDER AN EERA

All procurement of equipment for incident use shall be covered by a contract/rental agreement prior to use. Emergency Equipment Rental Agreement, Form OF-294, and the State of Alaska Conditions of Hire for Emergency Equipment Rental Agreement Form OF-294 shall be used.

The Contractor and the State both sign the Emergency Equipment Rental Agreement Form and the Contractor signs the Conditions of Hire Form.

The OF-294 can be found online at http://www.forestry.alaska.gov/equipment.htm. If Emergency Equipment Rental Agreement Forms are unavailable, they may be obtained from the local Area, or the forms could be copied from the back of the chapter. A signed agreement must be in place before any equipment is put to work.

All existing offers can be viewed by Area dispatch offices under "DOF Agreements and Other Documents" on the internal website at: http://int.dnr.alaska.gov/forestry/. This information can be provided by SLC or the local Area at IMT's In-briefing. Additionally, all dispatch offices should maintain a file copy of their EERAs.

It is usually most desirable to hire equipment with operator. The Contractor is then responsible for their own liability, maintenance, and damage in most cases. This relieves the State of most of the liability associated with the operation of the equipment and resulting damage claims. Also, the Contractor is responsible for their employees' payroll and worker's compensation claims. It is essential to ensure the operator provided with equipment is not also being paid as an Emergency Firefighter.

Most pickup trucks, forklifts, and four wheelers are hired without drivers. In this situation state employees and incident personnel drive the vehicles with the State providing all operating supplies.

Solicitation of Emergency Equipment Rental Agreements

The Areas have the responsibility to solicit pre-season Emergency Equipment Rental Agreements (EERAs). The vendor hiring packets are available online at:

http://www.forestry.alaska.gov/equipment.htm

The vendors send their completed paperwork to local Area Office whom will review the documents for completeness and compliance with Forestry rates, contact vendor to ascertain they have read and understand the terms of the Agreement prior to assigning the EERA contract number, and enter the information to be placed on the Division's internal website and in ROSS. This internal website can be used by dispatch offices to print and view EERAs.

The Area is responsible for cultivating relationships with their local vendors, can help vendors with the application process, and can review and sign compliant new EERAs and will scan or fax the signed EERA to the Coastal Ground Support Manager for adding to the internal website. Any

non-rate-compliant EERAs should be sent by the Area to the Coastal Ground Support Manager to be dealt with.

Emergency Equipment Rental Agreement, Form OF-294

Pay is earned through the Daily Rate and Special Rate. Most equipment will be hired with operator. Equipment will be hired "dry," that is to say the state will provide the fuel. The vendor is still responsible for providing all other operating supplies such as oil, filters, and providing for lube and oil changes. An exception is the State will provide fuel and oil for boats. The State will not pay for repairs or damage unless caused by negligence on the part of the State. See Chapter 11 for more details.

If the state does not bring in bulk fuel, the vendors will be reimbursed for fuel that they provide and an adjustment will be made to cover documented charges. Vendors should be instructed to fill their tanks prior to reporting to duty, and will be provided the same tank level of fuel upon release. If equipment was field hired or was on-scene at time of hire, the amount of fuel provided will not exceed what equipment had upon arrival.

Any equipment hired without operator will be paid at the dry rate. The State is responsible for providing fuel and all operating supplies in this situation as the vendor does not have an operator on-site to service and supply the equipment.

If there are any circumstances that arise that are not covered in the EERA or Conditions of Hire, negotiation must take place to agree on the price for that specific service. One example might be a negotiated trip rate which will differ for each event. Any negotiated offers should be documented on the resource order, and any written terms, conditions, or contracts agreed to should be included as backup documentation to the invoice.

Field Hiring of Equipment and "Walk-ins"

Areas should use the vendors from their database first. However, field personnel have the ability to hire equipment on-site that meets the immediate needs of the incident.

Field Hires

1. The Incident Commander (IC) has the ability to hire equipment in the field on a temporary basis (NOT TO EXCEED 48 HOURS) and should use the current Equipment Hiring Package (available at the website http://www.forestry.alaska.gov/equipment.htm) that includes the EERA form (OF-294), the State of Alaska Conditions of Hire for Emergency Equipment Rental Agreement, and the current year Equipment Rate Chart. In the remarks section it should be noted, "This equipment offer is valid for this incident only and not to exceed 48-hours in duration." **Non-rate-compliant equipment should be replaced with rate-compliant equipment as soon as possible.** The IC/operations staff should try to hire the vendor's equipment at the established rate.

2. A pre-hire inspection should be conducted at time of hire and any "pre-existing" damages

should be documented. The IC/operations staff should use good judgment and not hire equipment that is unsafe, defective, or operated by minors or inexperienced operators. The IC/operations staff should document any actions to avoid claims for damages or wages, and in no case encourage the filing of claims or make promises to vendors regarding benefits or remuneration outside the scope of the regular pay rates.

3. The copy of the EERA should be sent to the local Area to create a binding agreement for vendors who want to be added to the permanent database and if the rate is within the established guidelines.

4. If the temporary offer exceeds the established rate, the equipment should be replaced with another vendor from the Area's database. The local Area Forester needs to document any decision regarding the use of equipment that exceeds the established rates and retaining equipment beyond the 48-hour period. In remote locations it may be impractical or cost-prohibitive to replace temporarily hired equipment.

5. When an IMT field hires the equipment, the Ordering Manager would submit the resource order to SLC with "Filled Locally" and would include all pertinent information regarding Resource Assigned. The Finance Section would forward a copy of the completed hiring packet to SLC.

Accepting Walk-ins

1. Vendors can submit EERAs at an Area office during the solicitation period. The complete and rate-compliant EERA will issue the local Area contract number. The Area will scan or fax the signed EERA to the Coastal Ground Support Manager for adding to the internal website. The Areas are encouraged to use their existing vendors when an incident occurs, particularly when it comes to "walk-ins" that have not previously signed up.

2. The Area will justify in writing any decision to hire walk-ins above vendors that are already signed up. This could lead to complaints from the Area's vendors that are in the database since the vendors were signed up before the walk-in.

3. Once a walk-in has been given a contract number and their regular EERA is signed per #1 above, they will be added to the database just like a vendor that signed up earlier in the season.

Performance Evaluations for Equipment and Operators

Field personnel working with assigned equipment should complete an evaluation of the operator and equipment and the evaluation should be signed by both the evaluator and the operator. This is especially important if there are performance issues and equipment deficiencies. Field personnel should work with operators on an ongoing basis so that corrective actions can be made immediately. Incompetent or careless operators can be removed at the discretion of state

personnel (see Clause 20 of the Conditions of Hire). Evaluations should be completed and discussed before the equipment is demobilized from the assignment. The original evaluations should be forwarded by the host Area or IMT and filed at the equipment's home Area (the hiring office). The file copy of the evaluation should be provided to the operator and a copy is made part of the final fire package. The home Area dispatcher will file the evaluation in the equipment vendor files. Poor operator performance and deficient equipment can be used as a consideration when making decisions for mobilizing equipment for future assignments.

EQUIPMENT RATES

The Equipment Rental Rates for equipment commonly hired for fire suppression work are found in the Appendix and on-line at http://forestry.alaska.gov/equipment.htm. Equipment will be hired at the "dry" rate which means that the State will provide the fuel. The vendor will be responsible for providing all other operating supplies (filters, lube, and oil changes). The State will be responsible for fuel and operating supplies when the equipment is hired without operator. If a piece of equipment will be used 24 hours per day (a rare circumstance), the resource order should reflect the "double-crew" need, and the equipment will be paid at the double-crewed rate.

Occasionally, lack of available equipment will result in a non-rate-compliant field hire, such as in remote locations. Non-rate-compliant hires should be replaced with rate-compliant hires as soon as possible. The line officer (usually the Area Forester) shall approve and document the use of equipment that exceeds the established rates.

Some vendors may demand a higher price for their equipment when they submit their EERA during a preseason solicitation. The vendor should be contacted to ensure that they understand the prevailing rate and that their equipment will not be used unless all other reasonable alternatives have been exhausted. The vendor's paperwork will be placed in a "non-rate-compliant file" maintained by the Coastal Ground Support Manager and an agreement will not be activated unless written permission is authorized by the Area Forester. The equipment can only be used on the specific incident and will not be added to the database unless the vendor's rate is in compliance with the established rate. Any equipment used that exceeds the prevailing rates should be the last equipment hired and the first equipment released. Just because a vendor submits an EERA does not obligate the state to use the equipment.

Most equipment is hired at the daily rate, regardless of the actual length of the shift that the equipment is used. Additional compensation is not due to the vendor if their equipment works a long shift (i.e., in excess of 16 hours). Similarly, a vendor is not penalized if their equipment is staffed and in service but only operated for 5 hours. Exceptions are transports and other equipment on the first or last day of hire in which other payment terms apply.

Some equipment may be offered that is not included in the rate tables. The hiring official should determine if there is a commercial rate for the equipment or perhaps compare the offered equipment to the rate table to get an idea of price range for similar types of equipment. The table should be used to determine a rate based on the appropriate type, classification, and horsepower.

Liability Insurance

In general, contractors who rent equipment with operator must carry adequate commercial liability insurance to protect the Contractor and the State from loss arising from the performance under an order for service.

The Contractor is to possess:

- All necessary licenses and permits required by state and federal regulations
- Adequate liability insurance, when hired with operator (minimum of $300,000 combined single limit per occurrence, however for passenger carrying buses, the minimum amount of liability insurance is $1,000,000.00 combined single limit per occurrence) suitably protecting the Contractor and the State against potential losses arising out of performance of an order for service, and
- Worker's Compensation when equipment is hired with operator, and is not owner-operated

RENTAL OF EQUIPMENT CONDITIONS

The latest version of the State of Alaska Conditions of Hire for Emergency Equipment Rental Agreement Form OF-294 (Rev. 2/25/10) shall be applied and enforced for the hire of contractor-provided equipment. All current forms are available at http://forestry.alaska.gov/equipment.htm.

Activation of Agreements

All equipment used for support of fires and for prepositioning **will always** be ordered through the Area or the State Logistics Center via a Resource Order. If a piece of equipment is hired at the fire scene, a Resource Order number must be obtained.

Generally, the vendor would be contacted verbally by the dispatcher where the local vendor is located. Also discussed will be mobilization details and any special provisions that might apply. The dispatcher will verify which piece of equipment the vendor is mobilizing and should note the license number or the VIN on the resource order. Information conveyed to the vendor will be documented on the resource order. The IMT may contact the vendor if they field hire equipment and when EERA vendors are hired on-site. Coastal Transportation or SLC will contact the vendor in situations where the equipment/vehicles will be hired for non-local Area use or project fire support. Resource orders will be sent through the Area in which the equipment resides unless SLC is acting as the Expanded Dispatch for that Area. In the latter situation SLC will give a courtesy notification regarding vendors being mobilized for the Area's project fire.

Rates will not be changed while equipment is under hire unless the rate is reduced. Pay status for equipment hired under an "S" number starts when the equipment departs the point of hire, and for equipment hired under an "E" number pay starts when the equipment passes inspection.

All equipment must be inspected **BEFORE** and **AFTER** use using form OF-296, Vehicle/Heavy Equipment Safety Inspection Checklist, if possible. If not possible, look the equipment over in as

much detail as possible and note any damage or abnormalities on a piece of paper. Have contractor sign the inspection forms.

Buses have a large liability potential, and they should always be hired with operator. The contractor must have a current commercial liability insurance policy with a minimum amount of $1 million combined single limit per occurrence, and the driver must show a current and appropriate CDL.

Depending on the mission requirements, EFF may be hired as vehicle operators/drivers and be required to possess a CDL. A driver hired as a CDL operator must be added to the random drug testing pool and must have passed the drug test before driving under their CDL. CDL drivers that remain an employee of the contractor are not added to the state's drug testing pool and all licensing and requirements are met by the driver's employer.

Vehicle/Heavy Equipment Safety Inspection Checklist (Form OF-296, rev. 4/2000)

All equipment will be inspected at **SIGN-UP** and **RELEASE** using form OF-296, Vehicle/Heavy Equipment Safety Inspection Checklist. Once hired, a vehicle will remain under the specific control of the State until released and will not be used for personal transportation. The state will not cover any expenses or claims resulting from off-shift activities.

The Area will conduct inspections for locally hired EERAs. Coastal and Northern Transportation Units conduct inspections for all non-Area equipment hired in Fairbanks, Eagle River, Palmer and Anchorage. Equipment that does not pass inspection will not be hired.

All documented damage will be noted on the Inspection Checklist. Always write the resource order number ("E" or "S" number) on the inspection checklist. Supplemental to the Inspection Checklist, a DVD camcorder or still camera will be used during the inspection process to document pre-existing equipment conditions. The video footage or still photos should be recorded in the presence of the vendor or their representative at sign-up and the release inspection. It is recommended that one person film the equipment and another person act as the narrator to quickly identify any damages and conditions noted during the inspection. A copy of the sign-up and release video/photo inspections will be kept in the Transportation Unit or Area's file.

Always sign, date, and note the time of pre and post-inspections in the appropriate box. The time can be important when reconstructing start or end times if conflicts exist. When describing damage on the inspection form, always record the date the comments were made in the remarks section to differentiate between comments on a pre- vs. post- inspection.

Completeness and accuracy in filling out equipment forms are critical, especially if claims for damage occur. Be sure to note in the remarks section anything that is not covered elsewhere in the inspection checklist. It is very important to note any damages.

If personnel are unfamiliar with equipment inspection, or are not qualified Equipment Managers, consider resource ordering qualified personnel such as an Equipment Inspector, Equipment Manager, or Mechanic.

If at the time of release the owner/agent waives all claims for damage, a release inspection does not have to be done. The statement "no damage-no claims" may be written on the inspection checklist and signed by the vendor or the vendor's authorized representative. However, if there is damage or a pending claim, the vendor still signs the release inspection box, and in the case of the latter, "pending claim" will be noted.

Developing the Equipment Hire Packet

The local Area puts together the Equipment Hire Packet for equipment hired in-Area. The Mobilization Center, the Coastal Transportation Unit, and Northern Transportation Units will create the Equipment Hire Packets for their use or non-local Area use and keep a copy for themselves. The Finance Section of an IMT would complete the Equipment Hire Packet for equipment hired on the incident.

The Equipment Hire Packet will include:

- Copy of form OF-294, Emergency Equipment Rental Agreement (original for field hired equipment)
- Copy of form OF-296, Vehicle/Heavy Equipment Safety Inspection Checklist (the pre-use inspection) showing time of hire
- Emergency Equipment Shift Ticket (OF-297) showing the time of hire
- A copy of the resource order

EQUIPMENT TIMEKEEPING AND PAYMENT

Daily rates are paid for equipment, but the shift worked will be recorded on form OF-297, the Emergency Equipment Shift Ticket. Shift tickets are required to document any out-of-service time, equipment usage, and to ensure contractors are staying within the work-rest guidelines. First and last day payments for the equipment will be based on the time the equipment was hired and released. Payment is based on the period the equipment is under hire and on-shift within the period of hire. Shift length is specified in the Incident Action Plan or is determined by operations personnel on an incident or at the Area.

To clarify payment terms for the State of Alaska, "under hire" is defined as when a piece of equipment has an active resource order and has passed inspection. It remains under hire until it is released. A shift is the shift hours as defined by the Incident Action Plan when assigned to an incident or is determined by the dispatching office when not on an incident. Being "on shift" is defined as working or being in a state of readiness during the IAP or dispatch-defined shift.

On-shift activities include time worked, time that equipment is held or directed to be in a state of readiness, and compensable travel that has a specific start and ending time. Shift tickets are kept by the personnel where the equipment is assigned. This could be at an Area, a Mobilization Center, a Transportation Unit, or on an incident. On an incident the shift tickets may be filled out by the Ground Support Unit personnel, Facilities Unit Personnel, or even Operations personnel for tactical field equipment, depending on where the equipment is assigned and used. The shift

tickets are then collected by the Time Unit and become part of the final equipment packet.

On the first day of hire it is important to record the time that hire began on the Equipment Inspection Checklist and the shift ticket. This is when the equipment passes inspection. If the on-shift time for a piece of equipment is less than 8 hours on the first day of hire, the vendor will receive payment for ½ the daily rate.

On the final day of hire, the release time and on-shift time will be used to determine the payment due. The release time should be documented on the shift ticket and should be calculated to allow the vendor to return to the point of hire. If the on-shift time for a piece of equipment is less than 8 hours on the last day of hire, the vendor will receive payment for ½ of the daily rate. Vendors will not be paid for additional time if they elect or are unable to demobilize equipment that has been released.

Shift tickets for all but rental cars shall show the shift start and end time. Do not mark "daily" for equipment rented unless the equipment is hired without operator.

If the equipment is not operable due to mechanical reasons or staffing issues for the full shift, a deduction from the daily rate is calculated by converting the length of shift to determine the hourly rate and paying the Contractor the prorated amount for the number of hours worked during the shift (not to exceed the daily rate).

Form OF-286 Emergency Equipment Use Invoice will be used as the payment invoice except for rental vehicles (which are paid off the rental car agency's invoice) and for equipment hired with an S-number (which are paid off the vendor's invoice).

Processing Equipment Invoices for Payment

Upon release of equipment other than rental cars, the following documents will be forwarded to the Area (or the Region if not an Area/incident resource) where the fire occurred, then the Region for approval signatures and processing:

- Original form OF-286 Emergency Equipment Use Invoice
  Copy of form OF-294, Emergency Equipment Rental Agreement
  Two copies of form OF-296, Vehicle/Heavy Equipment Safety Inspection Checklist; one copy of the pre-use inspection, and one copy of the release inspection*
  The pink copies of form OF-297, Emergency Equipment Shift Tickets for the duration of the time under hire
  Any invoices that are subject to adjustments or deductions per the EERA (i.e., fuel receipts for vendor-provided fuel would be an adjustment; operator failed to return issued state equipment would be a deduction.)
  A copy of the resource order

* Note: The release inspection should be conducted at the incident or the Area using the equipment even when the equipment is hired elsewhere. This allows the Area or the incident to maintain control of the equipment hiring package and to submit a complete package to the Region. Additional travel time and fuel costs should be included in the final billing.

On incidents with IMTs, equipment is demobilized as a coordinated effort. The equipment operator/driver would go through the IMT's demobilization process. The Ground Support Unit would conduct a final inspection, and any issued equipment would be returned to the Supply Unit, the equipment operator/driver would sit down with the Finance Section to review and sign timekeeping records. The final equipment packet is sent to the Area by the IMT Finance Section who then codes and signs the invoice and sends the packet to their Regional administrative section. The Regional administration section audits the invoice and forwards it to the Regional FMO who reviews and approves the invoice and returns it to the Regional administrative section to process it for payment to Juneau.

SUPPLEMENTAL ENGINE REQUIREMENTS

In Addition to the State of Alaska Conditions of Hire for Emergency Equipment Rental Agreement Form OF-294, the following requirements will be applicable for EERA Engines:

Termination for Convenience - A State officer may terminate the order for service at any time. When the order for service is so terminated, the State shall be liable only for payments in accordance with payment provisions of Clause 6 for services rendered prior to the effective date and time of termination.

Apparatus Types - Engines shall be defined by standard NWCG types as shown in Table 1, Wildland Engine Types. Apparatus shall be constructed in accordance with NFPA 1906 and meet all applicable federal and state laws. Apparatus with all-wheel drive shall be designated with an "x" suffix, i.e.: T-6x.

Table 1. Wildland Engine Types

Type	T-3	T-4	T-5	T-6	T-7
Tank Cap Capacity (gals)	≥500	750+	400-750	150 – 400	50 - 200
Pump Minimum Flow (gpm)	150	50	50	30	10
Pump Rated Pressure (psi)	250	100	100	100	100
Hose, 1-1/2" (feet)	500	300	300	300	--
Hose, 1" (feet)	500	300	300	300	200
Operator / Personnel minimum	2	2	2	2	2

Equipment Operator/Personnel - The Contractor shall furnish two operators/personnel per apparatus. The Contractor furnished operator/personnel must possess a valid driver's license with applicable endorsements. The Contractor will ensure, and show proof, that the operator/personnel are qualified to operate the apparatus. At least one operator will be fully qualified as a Single Resource Boss-Engine (ENGB) or higher and meet all NWCG standards. The other personnel provided by the Contractor will be qualified as a Firefighter 2 (FFT2) or higher. The employees provided by the Contractor are Contractor employees. The Contractor's equipment will be considered out of service if the either of the required personnel is unavailable for work and the payment will be adjusted as per Clause 7 (Downtime).

Replacement Personnel - The Contractor is responsible for providing fully qualified replacement personnel and any costs associated with providing the replacement personnel will be borne by the Contractor. Any costs incurred regarding replacement personnel for Contractor employees will be deducted on the Emergency Equipment Invoice (OF-296).

Required Equipment - The Contractor agrees to furnish apparatus with the following equipment:

A. Standard equipment will be as specified for the NWCG Engine Type (Table 1.). Other required gear shall be as specified by Table 2, Minimum Engine Inventory.
B. All fire apparatus may be required to carry equipment, in addition to that stated herein subject to vehicle weight limitations. The additional required equipment shall be supplied by the Government.
C. For apparatus with pumps powered by an auxiliary engine, minimum required pump accessories shall be as specified in Table 3, Minimum Pump Accessories.
D. Contractor agrees to furnish operator/personnel with Personal Protective Equipment as specified in Table 4, Minimum Personal Protective Equipment (per person).
E. Contractor agrees to carry a copy of the inventory which shall be signed by both parties as complete as part of the inspection process.

Table 2. Minimum Engine Inventory

Qty	Description	Qty	Description
4	1” Nozzle Fog/Straight Stream	2	1-1/2” NPSH F x 1-1/2” NH M Adapter
24’	Suction Hose, 1-1/2” minimum	2	Backpack Pump/Fedco
1	Foot Valve, screened	1	5 Gallon container for drinking water
2	Shovels, Size 0	1	First Aid Kit, (5) person
2	Pulaski	3	Headlamps w/batteries
1	Fire Hose Clamp	1	Reflectors, Set of 3
2	Spanner Wrench, Combo	1	Fire Extinguisher, 5 lb, ABC
1	Live reel w/200’ – 1” Hard Line or Live Hose Basket w/200’ – 1” FJRL Hose	1	Fuel to operate pump and engine for 12 hrs, (5) gal minimum.
1	1-1/2” NH DBL Male	1	Chain Saw w/24” bar (3.75 cu in, min)
1	1-1/2” NH DBL Female	1	Saw Chaps
1	1” NPSH DBL Male	6	Ear Plugs/Hearing protection
1	1” NPSH DBL Female	1	Saw Gas, Oil and Accessories
4	1-1/2” NH Gated Wye	1	Food for engine crew, 48 hrs, min.
4	1-1/2” NH F x 1” NPSH M Reducer	1	Tent/Tarp per engine crew member
2	1-1/2” NH F x 1-1/2” NPSH M Adapter	1	Wheel Chocks, set
1	Drip Torch	1	Bolt Cutters, 18” minimum

Table 3. Minimum Pump Accessories

Qty	Description	Qty	Description
1	Wrench, adjustable	1	Screwdriver, Phillips blade, 4”
1	Wrench, spark plug	2	Starter rope, spare
1	Pliers, slip-joint	1	Grease gun w/grease
2	Quarts crankcase oil	3	Spark plug, spare
1	Screwdriver, Flat blade, 4”		

Table 4. Minimum Personal Protective Equipment (per person)

Qty	Description	Qty	Description
1	Fire Shelter, NFPA approved	1	Gloves, leather, forestry
1	Canteen, 1 quart minimum	1	Eye protection, ANSI Z87, latest edition
1	Boots, leather, lace-up, 8”, pair	2	Flame resistant clothing set, shirt and pants
1	Hardhat, plastic, w/chin strap		

Loaned Property - To ensure continued safe, efficient service at the Incident, the Government may loan Accountable Property or Durable Property to the Contractor for use at an incident. The Contractor shall

maintain all loaned Accountable Property or Durable Property in good condition during use and shall return all Accountable Property or Durable Property loaned prior to departing from the Incident. Unreturned Accountable and Durable Property will be deducted from payment to the Contractor.

The Government will reimburse the Contractor for Contractor-owned equipment that the Government retains for their use after the Contractor's departure from the Incident. Requests for retention by the Government of the Contractor-owned equipment must be documented and approved by the appropriate operational supervisor and will be replaced by the DOF warehouse or through the claims procedure.

Claims for Lost, Stolen, or Damaged Property - The Contractor will file a claim for any personal property or Contractor supplied gear lost, stolen, or damaged while on an incident, with the Incident Management Team or the host unit's administrative section prior to demobilization from the incident. Any supporting documents, witness statements, and reports must be completed by the Contractor. The Government may elect to replace the damaged or destroyed property with like equipment from the warehouse or in accordance with guidelines listed in the Alaska Incident Business Management Handbook. The Contractor will not be reimbursed for normal wear and tear.

Liability for Fire Suppression – The Contractor will not be held liable for suppression actions as carried out under the direction of the Government by written or verbal instructions. The Contractor will be working as a Government resource while under hire.

I certify that I have read and will abide by the additional requirements referred to above.

Contractor's/Authorized Agent's Signature	**Date**
Printed Name and Title	**Company Name**

BLANK FORMS

ALASKA DIVISION OF FORESTRY

CONTRACT EXCEPTION FORM

REQUEST TO HIRE EQUIPMENT FROM AN IMMEDIATE FAMILY MEMBER

Information to be completed by Administering Office

Vendor Name _____
Equipment or Service _____
Resource Order Number _____
Receiving Unit _____
Administering Unit _____
Request Completed By _____
Submittal Date _____

1. What attempts by the administering office have been made to hire similar equipment or services (including contacts with vendors not on preseason contract lists)?

   _____
   _____
   _____

2. Name of Forestry Employee or EFF who is related to Vendor

   _____

   Vendor's Relationship to Forestry Employee (i.e., parent, spouse, sibling)

   _____

   What action will be taken to assure the Forestry employee or EFF has no influence on the contract?

   _____
   _____
   _____

☐ VENDOR HIRE APPROVED

_____
Regional FMO or Regional Forester Date

☐ VENDOR HIRE NOT APPROVED

Comments and /or Special Conditions

_____
_____

Use back if additional space is required.

EMERGENCY EQUIPMENT RENTAL AGREEMENT

Page __ of __

1. PROCUREMENT AGENCY a. name and address:

b. Phone Number:
c. FAX Number:

2. AGREEMENT NUMBER (Must appear on all documents relating to this agreement):
08-

3. EFFECTIVE DATES OF AGREEMENT:
a. beginning b. ending 12/31/09

c. Specific Incident only:
Incident Name:
Incident Number:

4. CONTRACTOR a. name and address:

b. EIN/SSN: c. DUNS:
d. EMAIL Address:
e. Telephone Number (day):
Telephone Number (night):
Cell Phone Number:
FAX:

5. POINT OF HIRE (location when hired if different than Block 4):
Location at point of hire

6. ORDERING DISPATCH CENTER

7. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY:
☐ CONTRACTOR (wet) ☒ GOVERNMENT (dry) * (see note below)

8. OPERATOR FURNISHED BY:
☐ CONTRACTOR ☐ GOVERNMENT

9. Contractor Authorized Commissary:
☐ Yes ☒ No

10. BUSINESS SIZE OF CONTRACTOR: a. ☐ Small b. ☐ Other c. ☐ Women-Owned d. ☐ Small Disadvantaged
e. ☐ HUB Zone f. ☐ Service Disadvantaged Vet (Information for tracking purposes only – not used for preferential hiring)

11. ITEM DESCRIPTION: equipment or animals (include VIN, make, model, year, serial no., accessories or other identifying features).	12. NO. OF OPERATORS PER SHIFT	13. HRLY/ DAILY/MILEAGE/ SHIFT BASIS (ss/ds: ref. Cl. 6)		14. SPECIAL	15. GUARANTEE (8 HOURS)
		Rate	Unit		
a)					
b)					
c)					
d)					
e)					
f)					

16. SPECIAL PROVISIONS: The General Clauses of the Emergency Equipment Rental Agreement (OF-294), Attachment 1 (Federal FAR's), and Attachment 1a (State of Alaska-adopted FAR's) are attached and incorporated herein. Your signature constitutes acknowledgement of and agreement to abide by the terms and conditions of the General Clauses and Attachments 1 and 1a.

* The State of Alaska hires equipment at a DRY Rate with the State providing the fuel only.

17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE	18. DATE	20. CONTRACTING OFFICER'S SIGNATURE a. Warrant No.	21. DATE
19. PRINT NAME AND TITLE	18. DATE	22. a. PRINT NAME AND TITLE b. Phone Number: c. FAX:	

OPTIONAL FORM 294 (DRAFT)

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY
ALASKA INCIDENT BUSINESS MANAGEMENT HANDBOOK

VEHICLE / HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST

1. INCIDENT NAME / NUMBER	2. ORDER / REQUEST NUMBER
3. OWNER / VENDOR	
4. AGREEMENT, PO, CONTRACT NO.	5. EXPIRES
6. MAKE	7. MODEL, TYPE
8. SERIAL NO. / VIN	9. LICENSE NO.

Section I - Tractor, Motor Grader

	Pre-use		Release	
	Yes	No	Yes	No
1. ROPS, roll-over protection system: Manufacturer approved system secured to mainframe of tractor. Must include approved seat belts. *				
2. Lights: mounted and working while operating				
3. Battery: check for corrosion, loose terminal, hold downs				
4. Engine running: check oil pressure, knocks and leaks				
5. Guages: all must be working; oil, temperature, etc. *				
6. Steering clutches: must have 3-4" free travel *				
7. Brakes: must hold at half travel. *				
8. Muffler and spark arrester: approved type unless turboed *				
9. Fuel system: must be free of drips and leaks *				
10. Cooling system: must be free of leaks *				
11. Fan and fan belts: check for defects				
12. Engine supports, equalizer bar, springs, main springs: check shackle bolts, shifted spring leaf *				
13. Hydraulic system: no leaks or drips				
14. Belly plate, rock and radiator guards: securely mounted *				
15. Final drive, transmission and differential: check for dripping				
16. Sprocket and idlers: cracks in spokes, sprocket teeth sharp				
17. Tracks and rollers: grousers height under 1-1/4", loose rollers, broken flanges *				
18. Blade, ripper, winch: operate smoothly and hold at any point				
19. Dozer and assembly: trunnion bolts missing, cracks *				
20. Drawbar: serviceable, safe				
21. Body and cab condition: report dents and damage				

Section II - Remarks

(Describe all unsatisfactory items and identify by line number.)

Section III - Power Saw, Pump

	Pre-use		Release	
	Yes	No	Yes	No
1. Visible parts broken *				
2. Visible nuts and bolts tight				
3. Oil in gear case and chain oiler				
4. Cutting bar: straight, chain in good condition *				
5. Exhaust system and spark arrester *				
6. Motor: idles evenly, runs smoothly, satisfactory power				

* Safety Item - Do not accept until brought into compliance.

10. PRE-USE INSPECTION

☐ REJECTED

MILES / HRS _____ DATE _____ TIME _____

Inspector Name _____ Title _____
Print

☐ ACCEPTED

MILES / HRS _____ DATE _____ TIME _____

Vendor Signature _____ Title _____

Inspector Name _____ Title _____
Print

Section IV - Truck, Bus, Van, Pickup

	Pre-use		Release	
	Yes	No	Yes	No
1. DOT inspection in the last 12 months: when required *			NA	NA
2. Gauges and lights *				
3. Seat belts *				
4. Glass and mirrors *				
5. Wipers and horn *				
6. Clutch pedal: proper adjustment				
7. Cooling system: check radiator and hoses				
8. Oil level and condition: full and clean				
9. Battery: check for corrosion, loose terminals, hold downs				
10. Fuel system *				
11. Electrical system: generator and starter working				
12. Engine running: check for knocks and leaks				
13. Transmission: check for leaks				
14. Steering *				
15. Brakes *				
16. 4-Wheel drive: check gear boxes, leaks				
17. Drive line U-joints: check for looseness				
18. Springs and shocks *				
19. Differential: check for leaks				
20. Exhaust system *				
21. Frame *				
22. Tire and wheels (List failed position/depth in remarks) *				
23. Body and interior condition: describe and locate damage on back of page 3, Section IV, item 23				
24. Emergency equipment required. * ___ Fire Extinguisher ___ Spare Fuses ___ Reflectors				
25. Operator(s) properly licensed. *				

State _____ License No. _____ Class _____

Endorsements _____ Med.Cert. Expire Date _____

11. RELEASE INSPECTION

☐ NO DAMAGE / NO CLAIM
Not applicable to buses, inspection required.

MILES / HRS _____ DATE _____ TIME _____

Vendor Signature _____ Title _____

Inspector Name _____ Title _____
Print

7540-01-120-0607
PREVIOUS EDITION NOT USABLE

PRINTED ON RECYCLED PAPER

OPTIONAL FORM 296 (REV. 4-2000)

EMERGENCY EQUIPMENT SHIFT TICKET

NOTE: The responsible Government Officer will update this form each day or shift and make initial and final equipment inspections.

1. AGREEMENT NUMBER		2. CONTRACTOR *(name)*
3. INCIDENT OR PROJECT NAME	4. INCIDENT NUMBER	5. OPERATOR *(name)*
6. EQUIPMENT MAKE	7. EQUIPMENT MODEL	8. OPERATOR FURNISHED BY ☐ CONTRACTOR ☐ GOVERNMENT
9. SERIAL NUMBER	10. LICENSE NUMBER	11. OPERATING SUPPLIES FURNISHED BY ☐ CONTRACTOR (wet) ☐ GOVERNMENT (dry)

12. DATE MO/DAY/YR	13. EQUIPMENT USE HOURS/DAYS/MILES (circle one)				14. REMARKS *(released, down time and cause, problems, etc.)*
	START	STOP	WORK	SPECIAL	
					15. EQUIPMENT STATUS ☐ a. Inspected and under agreement ☐ b. Released by Government ☐ c. Withdrawn by Contractor
					16. INVOICE POSTED BY *(Recorder's initials)*

17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE	18. GOVERNMENT OFFICER'S SIGNATURE	19. DATE SIGNED

NSN 7540-01-119-5628
50297-102

OPTIONAL FORM 297 (Rev. 7-90)
USDA/USDI

ORDERING OFFICE FILE COPY (RETAIN IN BOOK)

1. CONTRACTOR a. name and address b. EIN/SSN	2. INCIDENT OR PROJECT NAME 3. AGREEMENT NUMBER (from OF-294) 4. EFFECTIVE DATES OF AGREEMENT a. beginning / b. ending
5. EQUIPMENT (list make, model, serial number, ect.)	6. POINT OF HIRE (location when hired) 7. DATE OF HIRE / 8. TIME OF HIRE
9. ADMINISTRATIVE OFFICE FOR PAYMENT	10. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY ☐ CONTRACTOR (WET) ☐ GOVERNMENT (DRY) 11. OPERATOR FUNISHED BY ☐ CONTRACTOR (WET) ☐ GOVERNMENT (DRY) 12. RESOURCE ORDER NUMBER

13. YEAR 20__		14. WORK OR DAILY RATE			14. SPECIAL RATE			16. TOTAL AMOUNT EARNED (14c + 15c)	17. GUARANTEE	18. AMOUNT (COLUMN 16 OR 17, WHICHEVER IS GREATER)
MO	DA	a. UNITS WORKED (MI/HR/DA)	b. RATE	c. AMOUNT	a. UNITS WORKED (MI/HR/DA)	b. RATE	c. AMOUNT			

19. CHARGE CODE	20. OBJECT CODE	**23. GROSS AMOUNT DUE**	
20. EQUIPMENT WAS ☐ RELEASED ☐ WITHDRAWN DATE: TIME:		**24. ITEM 23 FROM PREVIOUS PAGE**	
22. REMARKS		**25. TOTAL AMOUNT DUE**	
		26. DEDUCTIONS (attach statement)	
		27. ADDITIONS (attach statement)	
		28. NET AMOUNT DUE	

29. NOTE: CONTRACT RELEASE FOR AND IN CONSIDERATION OF RECEIPT OF PAYMENT IN THE AMOUNT SHOWN ON "NET AMOUNT DUE" LINE 28. CONTRACTOR HEREBY RELEASES THE GOVERNMENT FROM ANY AND ALL CLAIMS ARISING UNDER THIS AGREEMENT EXCEPT AS RESERVED IN "REMARKS" BLOCK 22.

30. CONTRACTOR'S SIGNATURE	31. DATE	32. RECEIVING OFFICER'S SIGNATURE	33. DATE
34. PRINT NAME AND TITLE		35. PRINT NAME AND TITLE	

NSN 7540-01-120-4062 50286-102 OPTIONAL FORM 286 (REV. 1-00) USDA/USDI

ORDERING OFFICE FILE COPY

ALASKA DIVISION OF FORESTRY
CONTRACTOR PERFORMANCE EVALUATION

☐ **FINAL**
☐ **INTERIM**

Incident Name/Number	**Order Number (E Number)**	**Agreement Number (EERA)**

Hiring Office	**Evaluation Period** **From:** **To:**

Contractor Name	**Contractor Address**

Operator's Printed Name	**Equipment Type**	**Contractor's Phone Number**

Rater's Printed Name	**Rater's Position on Incident**	**Rater's Home Unit**	**Rater's Phone Number**

Ratings

Summarize contractor performance and circle number which corresponds to the rating for each category attaching additional pages, if needed *(see back page for Rating Guidelines)*.

0=Unsatisfactory	1=Poor	2=Fair	3=Good	4=Excellent	5=Outstanding

Knowledge of the Job or Equipment Condition
(How knowledgeable was the Contractor, how much supervision was required, did the equipment operate as expected)

0=Unsatisfactory	1=Poor	2=Fair	3=Good	4=Excellent	5=Outstanding

Fireline Performance and Timeliness
(How did the Contractor perform, did Contractor arrive when expected, demob timely: document any noncompliance or performance issues)

0=Unsatisfactory	1=Poor	2=Fair	3=Good	4=Excellent	5=Outstanding

Business Relations
(Did the Contractor perform in a business-like manner; complete administrative requirements timely)

Evaluator's Signature _____ Date _____ Operator's Signature _____ Date _____

rev. 4/2010 Original – Contractor Copy – File **Operator** ☐ **Concurs** ☐ **Disagrees with this performance evaluation**

Rating Guidelines

Knowledge of the Job or Equipment Condition

0	Unsatisfactory	Contractor/Operator is inexperienced and/or unsafe. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards containing similar requirements. Equipment cannot be repaired or is inadequate and must be (or has been) released.
1	Poor	Contractor has minimal experience. Overall compliance requires close or continuous supervision to ensure achievement of desired results. Significant down time for equipment or equipment is barely adequate.
2	Fair	Overall compliance requires some supervision to ensure achievement of desired results. Some breakdowns or repairs for equipment or equipment is relatively underpowered or slow at achieving contract requirements.
3	Good	There are no or very minimal quality problems and the Contractor has met the contract requirements with minimal supervision. Minimal breakdowns or repairs for equipment.
4	Excellent	There are no quality issues and the Contactor has substantially exceeded the contract performance requirements without commensurate additional costs to the State. No mechanical breakdowns.
5	Outstanding	The contractor has demonstrated an outstanding performance level that was significantly in excess of anticipated achievements and is commendable as an example to others. It is expected that this rating will b used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent". Equipment is superior.

Fireline Performance or Timeliness

0	Unsatisfactory	Contractor is failing to meet performance requirements or follow direction. Delays are jeopardizing the achievement of contract requirements. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards.
1	Poor	Contractor performance is considered marginal. Delays require significant Agency resources to ensure achievement of contract requirements.
2	Fair	Contractor performance meets minimum acceptability standards and some improvements are needed. Delays require minor Agency resources to ensure achievement of contract requirements.
3	Good	Contractor performance is fully acceptable. There are no, or minimal delays that impact achievement of contract requirements.
4	Excellent	Contractor has excellent skills and techniques. Performance is consistently above average. There are no delays and the contractor has exceeded the agreed upon time schedule.
5	Outstanding	The Contractor has demonstrated an outstanding performance level. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Business Relations

0	Unsatisfactory	Response to inquiries and/or technical, service, administrative issues is not effective. If not substantially mitigated or corrected it should constitute a significant impediment in considerations for future awards.
1	Poor	Response to inquires and/or technical, service, administrative issues is marginally effective.
2	Fair	Response to inquires and/or technical, service, administrative issues is somewhat effective.
3	Good	Response to inquires and/or technical, service, administrative issues is consistently effective.
4	Excellent	Response to inquires and/or technical, service, administrative issues exceed State expectation.
5	Outstanding	The contractor has demonstrated an outstanding performance level. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

rev. 4/2010

STATE OF ALASKA
CONDITIONS OF HIRE
EMERGENCY EQUIPMENT RENTAL AGREEMENT FORM OF-294

The State of Alaska, Department of Natural Resources, or any agency of the State of Alaska in an emergency response, will be referred to as the "State" in this document. The legal owner of the equipment or the individual that has the legal right to provide the equipment under the terms of this agreement will be referred to as the "Contractor."

Scope of Work – Since the equipment needs of the State and availability of Contractor's equipment during an emergency cannot be determined in advance, it is mutually agreed that upon request of the State the Contractor shall furnish the equipment listed herein to the extent the Contractor is willing and able at the time of order. The following personnel are authorized to place orders against this agreement: Dispatchers, Buying Team Members, Incident Management Team members, Contracting Officers, and Purchasing Agents. At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the assigned resource order number upon arrival and check in at the incident. The Incident Commander or responsible State Representative is authorized to administer the technical aspects of this agreement. **Equipment furnished under a contractual agreement with the Division of Forestry may be subject to extreme environmental and/or strenuous operating conditions which could include, but are not limited to, damage from unimproved or narrow roads, steep, rocky, brushy, hilly terrain, dust, heat, and smoky conditions that could cause damage to equipment. As a result, the rates paid for the equipment include an additional allowance that is meant to cover expected wear and tear due to adverse conditions under which the equipment is likely to be operated.**

When equipment is furnished to the State, the following clauses shall apply:

CLAUSE 1. Condition of Equipment: All equipment furnished under this agreement shall be safe and operable. The State reserves the right to reject equipment that is not safe or is in inoperable condition. The State may allow the Contractor to correct deficiencies within 24 hours. No payment for travel to an incident or point of inspection, or return to the point of hire, will be made for equipment that does not pass inspection. No payment will be made for time that the equipment was not available.

CLAUSE 2. Time Under Hire: The time under hire shall start at the time the equipment passes the pre-use inspection after being ordered by the State, and ends at the estimated time of arrival back to the point of hire after being inspected and released, except as provided in Clause 7 of the Conditions of Hire. If equipment is mobilized for initial attack without an inspection, the incident commander shall determine the start time.

CLAUSE 3. Operating Supplies: As identified in Block 7, operating supplies include oil, lubricants, and lube/oil changes. Even though Block 7 may specify that all operating supplies are to be furnished by the Contractor, the State may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the State and deducted from payment to the contractor. **Fuel will be provided by the State.**

CLAUSE 4. Repairs: Repairs to equipment shall be made and paid for by the Contractor. The State may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be determined by the State and deducted from payment to the contractor.

CLAUSE 5. Timekeeping: Time will be verified and approved by the State agent responsible for ordering and/or directing the use of each piece of equipment. Time will be recorded to the nearest half hour for daily rate, or whole mile for mileage. Shift length is shown for all equipment furnished with an operator. Shift length is specified in the Incident Action Plan (IAP) or is determined by operations personnel on an incident or at the Area. On-shift time includes time worked, time that equipment is held or directed to be in a state of readiness, and compensable travel time that has a specific start and ending time.

CLAUSE 6. Payments

A. Rates of Payments: Rates for equipment hired with Contractor-furnished operator(s) shall include all operator(s) expenses. Payment will be at the rate specified and, except as provided in Clause 7, shall be in accordance with the following:

Daily Rate (Column 13) shall apply for the vast majority of equipment hired by the State. Payment shall be made on basis of calendar days (0001-2400). For fractional days on first and last day of hire, half the daily rate for periods less than 8 hours of on-shift time shall apply. If on shift time meets or exceeds 8 hours, the full daily rate applies. "Under hire" is defined as when a piece of equipment has an active resource order and has passed inspection. It remains under hire until it is released. A shift is the shift hours as defined by the Incident Action Plan when assigned to an incident or is determined by the dispatching office when not on an incident. Being "on shift" is defined as working or being in a state of readiness during the IAP or dispatch-defined shift.

1. Shift Basis

   i. Single Shift - (SS) is staffed with one operator or one crew.

   ii. Double Shift - (DS) is staffed with two operators or two crews (one per shift). The DS rate will apply any calendar day the equipment was ordered as double shifted and was under hire, including travel. There will be no compensation for a double shift unless resource ordered as such and a separate operator or crew is provided.

   iii. Authorization/Documentation for Double Shift - written authorization at the Section Chief or Incident Commander level is required to authorize a second operator or crew (double shift) and the resource order will serve as documentation of the DS basis.

2. Special Rates (Column 14) shall apply when specified. Additionally, when a lowboy/transport and another piece of equipment, such as a dozer, are hired, and both pieces of equipment use the same operator, daily payment for the lowboy/transport will be deducted by $609 for a single shift and by $1,056 for a double shift. On first and last day if equipment is under hire less than 8 on-shift hours the deduction will be reduced by half.

3. Guarantee (Column 15) NOT USED BY THE STATE OF ALASKA.

B. Method of Payment: Lump-sum payment will normally be processed at the end of the emergency assignment. However, partial payment may be authorized as approved by the incident agency. Payment for each calendar day will be made for actual units ordered and performed.

C. Corrections to Pay Documents: The State has the right to correct the invoice in case of calculation or arithmetic errors.

CLAUSE 7. Exceptions

A. No further payment under Clause 6 will accrue during any period that equipment under hire is not in a safe or operable condition or when Contractor-furnished operator(s) is/are not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the equipment was operational during the assigned shift as documented on the shift ticket versus the designated shift shown on the Incident Action Plan. If the equipment was not operational for the full shift, the deduction from the daily rate is calculated by converting the length of shift from the IAP to determine the hourly rate and deducting pay for the total hours the equipment was non-operational, i.e., daily rate ÷ # hours of shift in IAP = hourly rate to be deducted.

B. If the Contractor withdraws equipment and/or operator(s) prior to being released by the State, no further payment under Clause 6 shall accrue and the Contractor shall bear all costs of returning equipment and /or operator(s) to the point of hire.

C. After inspection and acceptance for use, equipment that is non-operational and cannot be replaced or repaired/or furnished operator(s) by the Contractor or by the State in accordance with Paragraph B above, will be released, except that the State will bear all costs of returning equipment and/or operator(s) to the point of hire as promptly as emergency conditions will allow.

D. No payment will accrue under Clause 6 when the Contractor is off-shift in compliance with the mandatory 2:1 work/rest ratio and 1 in 21 days off fatigue management provisions. As an option to rotating personnel, or taking a mandatory day off, without pay, the contractor may be released from the incident. See Clause 17.

E. If equipment is reassigned from one incident to another, the maximum payment to a Contractor will be the daily rate. The State will determine how to prorate the payment and this will be communicated to the appropriate parties.

CLAUSE 8. Subsistence: When State-subsisted incident camps are available, meals and bedding for Contractor's operator(s) will be furnished without charge. The State will furnish meals and lodging without cost if hotel/restaurant subsistence is the approved camp for incident personnel. Double occupancy of hotel rooms may be required. Contractors are not paid meals or lodging expenses to and from incidents.

CLAUSE 9. Loss, Damage, or Destruction:

A. For equipment furnished under this EERA **without operator**, the State will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) wear or tear, (2) mechanical failure, (3) loss of use, or (4) the fault or negligence of the Contractor or the Contractor's agents or employees.

B. For equipment furnished under this EERA **with operator**, the State shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of State employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits in a safe manner and is the final arbiter regarding situations under which the equipment is operated.

CLAUSE 10. Contractor's Responsibility for Property and Personal Damages: Except as provided in Clause 9, the Contractor will be responsible for all damages to property and to persons, including third parties, which occur as a result of Contractor or Contractor's agents or employee fault or negligence. The term "third parties" is construed to include employees of the State.

CLAUSE 11. Deductions: Unless specifically stated elsewhere in this agreement, the cost of any supplies, materials, or services, including commissary, provided for the Contractor by the State will be deducted from the payment to the Contractor.

CLAUSE 12. Personal Protective Clothing and Equipment: The State considers operators as fireline personnel who will use and wear specified articles of personal protective equipment.

A. The following mandatory items will be issued by the State when not required to be furnished by the Contractor to operators performing within the scope of this agreement:

1. Clothing: (a) flame-resistant pants and shirts; (b) gloves (either Nomex or chrome-tanned leather); (c) hard hat; (d) goggles or safety glasses.
2. Equipment: (a) fire shelter; (b) headlamp; (c) individual first aid kit.
3. Other items may be issued by the State.

B. Operators shall wear the issued clothing and maintain the issued equipment in a usable and readily available condition. Upon completion of the assignment, all issued items of clothing or equipment shall be returned to the State. Deductions will be made for all State-furnished protective clothing and equipment not returned by the Contractor.

CLAUSE 13. Commercial Motor Vehicles: All commercial motor vehicles must meet all DOT requirements. The regulations can be found at the following website: www.fmcsa.dot.gov.

CLAUSE 14. Claims: Filing a claim is the sole responsibility of the Contractor or the Contractor's insurance company. A claim must be filed with the State within 30 days after the equipment is released from an incident AND must have documentation that damage occurred while the equipment was on the incident and that said damages were the direct result of State employee negligence or that payment was incorrect. Other claims will not be considered.

CLAUSE 15. Changes: Changes to Emergency Equipment Rental Agreements (EERA's), may only be made by the original signing procurement official. If the original signing procurement official is not available and adjustments are deemed appropriate, an amendment to the EERA shall be required. This would allow for adding new equipment and adjusting rates to be in compliance with established rates. Only rate-compliant equipment will be added to the permanent database.

CLAUSE 16. Firearms – Weapon Prohibition: The possession of firearms or other dangerous weapons (18 USC 930(g)(2)) is prohibited at all times while under hire, on State property, and during performance of services under this agreement. The term dangerous weapon does not include pocket knives with a blade less than 2 ½ inches in length or multipurpose tools such as a Leatherman®.

CLAUSE 17. Work Rest and Fatigue Management: The Contractor is required to follow the Division's fatigue management policies. This includes adhering to the work rest guidelines as established by Director Jahnke (Memo dated May 22, 2002):

- For every two hours of work or travel, provide 1 hour of rest
- Personnel are required to take at least one day off within a 21-day period.

CLAUSE 18. Harassment Free Workplace: Contractors shall abide by Administrative Order 81, and Appendix A to Administrative Order 81, the State's prohibition to harassment and any other discriminatory practices.

CLAUSE 19. Worker's Compensation: The Contractor shall carry and maintain for all employees engaged in work under this agreement coverage as required under AS 23.30.045.

CLAUSE 20. Performance and Direction of Work: ***The operator*** has status of an employee of the Contractor and ***is responsible at all times for the care and safe, efficient operation of equipment and may refuse to work in a situation exceeding the operator's ability or that of the equipment, or where the equipment may be damaged***. The operator must possess all necessary, valid drivers' licenses and any other certifications required by law. The operator receives work assignments from and performs work under general direction of State personnel. A performance evaluation will be completed for each operator or piece of equipment. The State may request removal and replacement of any operator(s) who, in the State's judgment, is incompetent, careless, or otherwise objectionable.

CLAUSE 21. Commercial Liability Insurance: The Contractor must carry adequate liability insurance to protect the Contractor and the State from loss arising from the performance for an order for service. The minimum amount of commercial liability insurance is $300,000.00 combined single limit per occurrence. However for passenger-carrying buses, the minimum amount of commercial liability insurance is $1 million combined single limit per occurrence. Insurance requirement is waived when equipment is provided without operator.

CLAUSE 22. Permits and Responsibilities: The Contractor shall, without additional expense to the State, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons and property that occur as a result of the Contractor's fault or negligence.

CLAUSE 23. Debarment: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILIY AND VOLUNTARY EXCLUSION (49 CFR Part 29): The bidder, offeror, certifies by submission of this proposal or acceptance of this contract/agreement, that neither it not its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal

department or agency. It further agrees by signature on this agreement, to include this clause without modification in all lower tier transactions, solicitation, proposals, contracts and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this agreement.

I certify that I have read and agree that I will be subject to the State of Alaska Conditions of Hire, the Emergency Equipment Rental Agreement, and the State of Alaska Equipment Rate Guide. This form supersedes all previous versions which may be referred to in Block 16 of Form OF-294 Emergency Equipment Rental Agreement.

Contractor's / Authorized Agent's Signature	**Date**
Printed Name and Title	
Company Name	